



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

**Document Scanning Lead Sheet**

Dec-03-2018 1:21 pm

Case Number: CGC-18-571773

Filing Date: Dec-03-2018 1:15

Filed by: MEREDITH GRIER

Image: 06594710

COMPLAINT

HARVEST ON GEARY INC., A CALIFORNIA CORPORATION ET AL VS. HARVEST OF NAPA, INC., A CALIFORNIA CORPORATION ET AL

001C06594710

**Instructions:**

Please place this sheet on top of the document to be scanned.

# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

HARVEST ON GEARY, INC., a California corporation; GOOD LIVING MGMT II, INC., a California corporation; and COSECHA HOLDING CO., INC, a California corporation

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

HARVEST OF NAPA, INC., a California corporation; see attachment SUM200(A)

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. *AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el ceso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Civic Center Courthouse - 400 McAllister St., San Francisco, CA 94102

CASE NUMBER:  
(Número del Caso):

**CGC-18-571773**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Katy M. Young, AD ASTRA LAW GROUP, LLP

582 Market St., 17th Floor, San Francisco, CA 94104; (415) 795-3579

DATE: **DEC 03 2018** CLERK OF THE COURT

Clerk, by  
(Secretario)

**MEREDITH GRIER**

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):

3.  on behalf of (specify):

under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):

4.  by personal delivery on (date):

SHORT TITLE: Harvest on Geary, Inc. et al. v. Harvest of Napa, Inc. et al.	CASE NUMBER:
---	--------------

## INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

Plaintiff  Defendant  Cross-Complainant  Cross-Defendant

HARVEST OF MERCED, a California business entity form unknown; HARVEST OF MORENO VALLEY, a California business form unknown; HARVEST DISPENSARIES, CULTIVATION & PRODUCTION FACILITIES, LLC, an Arizona limited liability company; HARVEST ENTERPRISES, INC., a business entity form unknown; and DOES 1 through 30, inclusive

1 Katy M. Young (SBN 267791)  
2 Michael S. Dorsi (SBN 281865)  
3 Hannah M. Stitt (SBN 309349)  
4 **AD ASTRA LAW GROUP, LLP**  
5 582 Market Street, 17<sup>th</sup> Floor  
6 San Francisco, CA 94104  
7 Telephone: (415) 795-3579  
8 Facsimile: (415) 276-1976  
9 kyoung@astralegal.com  
10 mdorsi@astralegal.com  
11 hstitt@astralegal.com

12 Attorneys for Plaintiffs Harvest on Geary, Inc.,  
13 Good Living Mgmt II, Inc., and Cosecha Holding Co., Inc.

14 SUPERIOR COURT OF CALIFORNIA

15 COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION

16 HARVEST ON GEARY, INC., a California  
17 corporation; GOOD LIVING MGMT II, INC.,  
18 a California corporation; and COSECHA  
19 HOLDING CO., INC, a California corporation,

20 Plaintiffs,

21 v.

22 ✓ HARVEST OF NAPA, INC., a California  
23 corporation; HARVEST OF MERCED, a  
24 California business entity form unknown;  
✓ HARVEST OF MORENO VALLEY, a  
25 California business form unknown; HARVEST  
DISPENSARIES, CULTIVATION &  
PRODUCTION FACILITIES, LLC, an  
Arizona limited liability company; HARVEST  
ENTERPRISES, INC., a business entity form  
unknown; and DOES 1 through 30, inclusive,

26 Defendants.

27 Plaintiffs Harvest on Geary, Inc., Cosecha Holding Co., Inc, ("Cosecha") and Good Living  
28 Mgmt, II, Inc. (collectively, "Harvest California" or "Plaintiffs") hereby allege as follows:

29 1. Plaintiff Cosecha owns the California registered and common law trademark  
30 HARVEST. Cosecha grants permission to use the HARVEST mark to two cannabis retailers:  
31 Harvest on Geary and Harvest off Mission. Defendant Harvest Enterprises, Inc. acquired a  
32 California business entity, which was in the cannabis permitting process, to open a dispensary in  
33 Napa, California, and announced it would open under the name Harvest of Napa.

FILED  
San Francisco County Superior Court

DEC 03 2018

CLERK OF THE COURT  
BY: *Marilyn G.*  
Deputy Clerk

CASE NO. **CGC-18-571773**  
COMPLAINT FOR TRADEMARK  
INFRINGEMENT AND UNFAIR  
COMPETITION

1       2.     Harvest Enterprises, Inc. announced that it had obtained regulatory approval to open  
2     two other retail cannabis businesses, one in Merced, California, and the other in Moreno Valley,  
3     California.

4       3.     Harvest California seeks injunctive relief and damages for the infringement of the  
5 HARVEST mark. This case is a simple case of trademark infringement with one wrinkle: the  
6 parties are in the cannabis industry. Although California legalized medical marijuana in 1996 and  
7 recreational use in 2016, marijuana and cannabinoids remain illegal under the federal Controlled  
8 Substances Act. This leaves only state law trademark rights and remedies.

## THE PARTIES

10           4.     Harvest on Geary, Inc. is a California corporation and retail cannabis business  
11 located in the City and County of San Francisco.

12 5. Good Living Mgmt II, Inc. ("Harvest Mission") is a California corporation that does  
13 business as Harvest off Mission. It is a retail cannabis business located in San Francisco, California.

14           6.       Cosecha Holding Co., Inc.<sup>1</sup> is California corporation doing business in California  
15 with its principal place of business in the Oakland, California.

16           7.       On information and belief, Defendant Harvest Dispensaries, Cultivation &  
17   Production Facilities, LLC (“Harvest DCP”) is, and was at all relevant times alleged herein, an  
18   Arizona limited liability company doing business and employing persons in Arizona.

19        8.      Harvest Enterprises, Inc. (“Harvest Enterprises”) is a business entity form unknown.  
20 On information and belief, Harvest Enterprises is currently in the process of or recently completed a  
21 reverse takeover, with the purpose of being listed in the Canadian Securities Exchange (CSE) in  
22 Toronto, Canada. Harvest Enterprises is an affiliate of Harvest DCP. On information and belief,  
23 Harvest DCP and Harvest Enterprises (collectively “Harvest Arizona”) did not do business in  
24 California prior to July 2018.

25        9.        Harvest of Napa, Inc. (“Harvest Napa”) is a California corporation established to  
26 open a retail cannabis business in Napa, California, formed during or after July 2018. Harvest  
27 Enterprises acquired Harvest of Napa or a related entity with permit-related rights on or about

<sup>28</sup> <sup>1</sup> The word *cosecha* is Spanish for *harvest*.

1 September 10, 2018. On or about the same date, one or more Defendants announced that Harvest of  
2 Napa would open under that name as part of Harvest Arizona's expansion into California.

3 10. Harvest of Merced ("Harvest Merced") is the name of the cannabis retail business  
4 affiliated with Harvest Enterprises that plans to open in Merced, California. On information and  
5 belief, Harvest of Merced is a separate legal entity, owned in whole or in part by Harvest  
6 Enterprises, and has acquired some or all of the necessary permits to begin retail cannabis sales  
7 under California law and local ordinances.

8 11. Harvest of Moreno Valley ("Harvest Moreno Valley") is the name of the cannabis  
9 retail business affiliated with Harvest Enterprises that plans to open in Moreno Valley, California.  
10 On information and belief, Harvest of Moreno Valley is a separate legal entity, owned in whole or  
11 in part by Harvest Enterprises, and has acquired some or all of the necessary permits to begin retail  
12 cannabis sales under California law and local ordinances.

13 12. Plaintiffs do not know the true names and capacities of defendants sued in this  
14 Complaint as Doe 1 through Doe 30, inclusive, and therefore sue these defendants by fictitious  
15 names under Section 474 of the California Code of Civil Procedure. Plaintiffs will amend this  
16 Complaint to allege the true names and capacities of Doe 1 through Doe 30, inclusive, when  
17 ascertained. Plaintiffs are informed and believe, and on that basis allege, that each of the defendants  
18 named herein as Doe 1 through Doe 30, inclusive, is responsible in some manner for the  
19 occurrence, injury, and other damages alleged in this Complaint.

20 13. The designations of Does 1 through 15, inclusive, are reserved for defendants who  
21 infringed directly on the HARVEST mark. The designations of Does 16 through 30, inclusive, are  
22 reserved for defendants who are otherwise liable for their participation in the Defendants' activities.

23 14. On information and belief, Defendants and each of them, including the fictitiously  
24 named Doe Defendants, 1-30, inclusive, are and were at all relevant times acting as the duly  
25 authorized agent, employee, and/or joint venturer of each and every other defendant, and was acting  
26 within the course and scope of such agency or employment or joint venture. Each defendant,  
27 including all Doe Defendants, and all of them, knowingly conspired with each other, and aided and  
28 abetted, or acted as the alter ego of each of other.

## **VENUE AND JURISDICTION**

2       15.     Venue and jurisdiction in the above-entitled Court are proper because liability arose  
3 in San Francisco County, where Plaintiffs suffered injury.

4 16. Subject matter in this action is properly heard in this Court, as the action  
5 incorporates an amount in controversy, as set forth in this Complaint, exceeding \$25,000.00.

6       17.     This Court has jurisdiction to adjudicate a dispute concerning cannabis-related  
7 businesses pursuant to Civil Code section 1550.5(b), which instructs California Courts that  
8 “commercial activity relating to medicinal cannabis or adult-use cannabis . . . shall be deemed to be  
9 all of the following: (1) A lawful object of a contract. (2) Not contrary to, an express provision of  
10 law, any policy of express law, or good morals. (3) Not against public policy.”

## **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

12        18. Beginning during or before January 2016, Cosecha began using the HARVEST  
13 mark in California.

14 19. On June 6, 2018, Cosecha obtained a trademark with the California Secretary of  
15 State for HARVEST in class 35, for use in retail services, namely medicinal and adult-use cannabis  
16 dispensary services.

17 20. Cosecha granted Harvest Geary and Harvest Mission permission to use the  
18 HARVEST name and other intellectual property. Harvest Geary and Harvest Mission are  
19 operational cannabis retailers.

20           21.     Harvest California invested time, effort, and money into the HARVEST mark in the  
21 retail cannabis space.

22. On information and belief, Harvest Mission and Harvest Geary are the only cannabis  
23. retailers to do business with retail customers under the name Harvest in the state of California.

24           23.    Harvest Arizona has a business relationship with cannabis retailers in Arizona and  
25 other states.

26        24. On information and belief, Harvest Enterprises acquired Harvest Napa, which was  
27 not yet operational, on or about September 10, 2018. Harvest Arizona, or some part of it,  
28 announced that the business they acquired would do business as Harvest of Napa.

25. Harvest Napa has taken steps in preparation for its store opening in Napa, including hiring employees. Harvest California received inquiries from potential employees concerning the Napa location. These communications showed actual confusion by potential employees who believed that Harvest California planned to open a related business in Napa, California.

26. Napa, California is located approximately 50 miles from San Francisco, California. Both cities are part of the San Francisco Bay Area. Napa and San Francisco counties are frequently referred to as two of the "Nine Bay Area Counties." Numerous businesses maintain two locations: one in San Francisco, and the other in Napa County.

9       27.    Harvest Enterprises took actions to cause Harvest Merced and Harvest Moreno  
10      Valley to prepare to open. Harvest Merced and Harvest Moreno Valley are preparing to open and  
11      commence sales to retail customers. On information and belief, Harvest Merced and Harvest  
12      Moreno Valley have already hired employees.

28. Harvest Merced is located within 150 miles of Harvest Geary and Harvest Mission.

14        29.    Harvest California expects that the actual confusion that occurred in the employment  
15 market will also occur in the retail market. In Harvest California's experience, potential employees  
16 are more sophisticated and discerning than potential customers. As a result, Harvest California  
17 expects confusion among customers.

18       30.    Harvest California expects that the opening of Harvest Napa, Harvest Merced, and  
19    Harvest Moreno Valley will result in brand dilution. Harvest California invests in the quality and  
20    reputation of Harvest Geary and Harvest Mission.

## **FIRST CAUSE OF ACTION**

**(Trademark Infringement — Against All Defendants)**

31. Plaintiffs incorporate paragraphs 1–30 of this Complaint as if fully set forth herein.

24       32. California Business and Professions Code sections 14200 through 14272 and  
25 California common law afford the owner of a trademark, either by common law rights or  
26 registration with the Secretary of State, with the right to exclusive use of the mark for the given  
27 type of business.

28 33. Plaintiff Cosecha owns the HARVEST mark, and grants permission to Harvest

1 Geary and Harvest Mission to use the mark.

2 34. HARVEST is a valid and protectable mark under California law. The mark's validity  
3 arises from:

4 a. Common law rights arising from use in commerce in California, and  
5 b. Registration with the California Secretary of State, Registration Number  
6 302630.

7 35. Harvest California's use of the mark commenced during or before January 2016.

8 36. Cosecha obtained registration on June 6, 2018.

9 37. On information and belief, Harvest Arizona did not commence business in  
10 California until July 2018 or later and does not plan to commence retail sales except through  
11 affiliates Harvest Napa, Harvest Merced, and Harvest Moreno Valley.

12 38. On information and belief, Harvest Napa did not commence business in California  
13 until July 2018 or later and has not yet commenced retail sales.

14 39. On information and belief, Harvest Merced did not commence business in California  
15 until July 2018 or later and has not yet commenced retail sales.

16 40. On information and belief, Harvest Moreno Valley did not commence business in  
17 California until July 2018 or later and has not yet commenced retail sales.

18 41. The HARVEST mark is at a minimum suggestive, if not arbitrary or fanciful.

19 42. Harvest Arizona, Harvest Napa, Harvest Merced, Harvest Moreno Valley, and Does  
20 1 through 15 are infringing on the HARVEST mark by using it as the name of their own business  
21 operation in Napa, California.

22 43. Defendants' business operation, using the name Harvest, has already caused actual  
23 confusion among potential employees.

24 44. Defendants' business operation, using the name Harvest, will cause actual or likely  
25 confusion among potential customers.

26 45. As a result of Defendants' conduct, Harvest California will lose sales, suffer brand  
27 dilution, and be forced to spend greater resources on marketing to educate potential customers  
28 about the difference between Harvest California and Harvest Napa.

46. Harvest California is entitled to treble damages under California's trademark statute.

2       47.     Harvest California is entitled to injunctive relief. It lacks an adequate remedy at law  
3 because of the irreparable and unquantifiable injury that results from trademark infringement.  
4 Infringement on trademarks creates a presumption of irreparable harm, and California law  
5 authorizes injunctive relief to protect common law and state-registered trademarks.

6           48. Defendants' actions described in this Cause of Action constitute malice, oppression,  
7 and/or fraud, and therefore the Court should impose punitive damages.

## **SECOND CAUSE OF ACTION**

**(Unfair Completion (Section 17200) — Against All Defendants)**

10 49. Plaintiffs incorporates paragraphs 1-48 of this Complaint as if fully set forth herein.

11       50. Defendants, by engaging in the wrongful conduct alleged in this Complaint, engaged  
12 in unlawful, unfair, and/or fraudulent business acts or practices, within the meaning of California  
13 Business and Professions Code section 17200 et seq. (the “Unfair Competition Law”).

14 51. Defendants engaged in unlawful behavior by infringing on the HARVEST mark.

15 52. Defendants engaged in unfair or fraudulent behavior by opening businesses (Harvest  
16 Napa, Harvest Merced, and Harvest Moreno Valley) in a state where the name Harvest is known to  
17 customers and associated with Harvest California's business, and in a way that will trick consumers  
18 into believing that they are purchasing from the reputable businesses of Harvest California.

19       53. Defendants' unlawful, unfair, or fraudulent conduct resulted in an unfair competitive  
20 advantage to Defendants at Harvest California's expense, and by those actions caused concrete and  
21 particularized injury to Harvest California.

22 54. Defendants' violation of the Unfair Competition Law entitles Harvest California to  
23 restitution and disgorgement of profit and revenue obtained by Defendants as a result of such unfair  
24 business conduct, in an amount according to proof.

25       55.    Harvest California is entitled to injunctive relief under the Unfair Competition Law.  
26 It lacks an adequate remedy at law because of the irreparable and unquantifiable injury that results  
27 from unfair competition. California law authorizes injunctive relief to protect businesses from  
28 unfair competition.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment in their favor and jointly and severally against Defendants, and each of them, as follows:

1. For damages according to proof;
2. For injunctive relief:
  - a. For a permanent injunction restraining Harvest Napa, Harvest Merced, Harvest Moreno Valley, Harvest Arizona, and any related entity from using the HARVEST mark in California, and
  - b. If an interim agreement cannot be reached concerning conduct during the pendency of litigation, for a preliminary injunction restraining Harvest Napa, Harvest Merced, Harvest Moreno Valley, Harvest Arizona, and any related entity from using the HARVEST mark in California until the entry of judgment;
3. For restitution, disgorgement of profits, revenues, or payments according to proof;
4. For prejudgment interest;
5. For costs of suit; and
6. For such other relief as the Court deems just and proper.

Dated: November 30, 2018

AD ASTRA LAW GROUP, LLP

By

Katy M. Young  
Attorneys for Plaintiffs Harvest on Geary, Inc.,  
Good Living Mgmt II, Inc., and Cosecha Holding  
Co., Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)  
 Katy M. Young, Esq (SBN 267791) / Michael S. Dorsi, Esq. (SBN 281865)  
 AD ASTRA LAW GROUP, LLP  
 582 Market Street, 17th Floor  
 San Francisco CA 94104  
 TELEPHONE NO.: (415) 795-3579 FAX NO.: (415) 276-1976  
 ATTORNEY FOR (Name): Plaintiffs Harvest on Geary, Inc. et al.

FOR COURT USE ONLY

FILED  
San Francisco County Superior Court

DEC 03 2018

CLERK OF THE COURT  
Matthew Clark  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO  
 STREET ADDRESS: 400 McAllister Street  
 MAILING ADDRESS: 400 McAllister Street  
 CITY AND ZIP CODE: San Francisco CA 94102  
 BRANCH NAME: Civic Center Courthouse

CASE NAME:  
 Harvest on Geary, Inc. et al. v. Harvest of Napa, Inc. et al.

## CIVIL CASE COVER SHEET

Unlimited  Limited  
 (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

## Complex Case Designation

Counter  Joinder

Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CGC-18-571773

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

## Auto Tort

Auto (22)  
 Uninsured motorist (46)

## Contract

Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

Provisionally Complex Civil Litigation  
 (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

## Real Property

Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

## Enforcement of Judgment

Enforcement of judgment (20)

## Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

## Unlawful Detainer

Commercial (31)  
 Residential (32)  
 Drugs (38)

## Miscellaneous Civil Complaint

RICO (27)  
 Other complaint (not specified above) (42)

## Employment

Wrongful termination (36)  
 Other employment (15)

## Judicial Review

Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

## Miscellaneous Civil Petition

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a.  Large number of separately represented parties  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve  
 c.  Substantial amount of documentary evidence  
 d.  Large number of witnesses  
 e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 2

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 30, 2018

Katy M. Young, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**Auto Tort**

Auto (22)–Personal Injury/Property  
Damage/Wrongful Death  
Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/  
Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care  
Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of  
Emotional Distress  
Negligent Infliction of  
Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**CASE TYPES AND EXAMPLES****Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach–Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/  
Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open  
book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections  
Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse  
Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or  
foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court  
Case Matter  
Writ–Other Limited Court Case  
Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims  
(*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of  
County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award  
(*not unpaid taxes*)  
Petition/Certification of Entry of  
Judgment on Unpaid Taxes  
Other Enforcement of Judgment  
Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint  
Case (*non-tort/non-complex*)  
Other Civil Complaint  
(*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate  
Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult  
Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late  
Claim  
Other Civil Petition